

BLOCK TIME SALES AGREEMENT

This Block Time Sales Agreement (the "Agreement"), dated as of September 8th 2016, entered into by and between Good Karma Broadcasting, LLC, the Station of radio station 777 S. Flagler Dr, Suite 106, West Palm Beach, FL 33401 (the "Station") and Online Trading Academy, of 580 W Village Blvd, West Palm Beach, FL 33409 (the "Programmer").

WHEREAS, the Station has available broadcasting time and is engaged in the business of radio broadcasting on the Station; and

WHEREAS, the Programmer desires to avail itself of Station's broadcast time for the presentation of a program:

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto have agreed and do agree as follows:

1. Purchase of Air Time and Broadcast of the Programming. The Station agrees to make the broadcasting transmission facilities of the Station (ESPN 106.3 "WUUB") available to the Programmer and to broadcast on the Station, or cause to be broadcast, a program titled "The Trader's Edge" (the "Program(s)") for a sixty (60) minute time slot per week, currently scheduled for Saturdays from 6-7am beginning September 17, 2016, through August 26, 2017. Additionally, the Station agrees to make the broadcasting transmission facilities of the Station (WUUB) available to the Programmer and to broadcast on the Station, or cause to be broadcast, a program titled "The Trader's Edge". The Programmer shall provide the Station with the recorded program(s) a minimum of twenty-four (24) hours prior to the scheduled air time of the broadcast. Should recorded program(s) not be provided within stated timeframe, the most recent program on file will air in place.

2. Consideration. In consideration for the license granted herein and for the purchase of all rights to the programs and the broadcast of the programs, Station shall furnish to Programmer six minutes (6:00) of commercial time within Station's broadcast of each sixty (60) minute Program for Programmer's commercials to air. Station shall have the right to sell or otherwise dispose of any remaining commercial, without obligation to share any revenues therefrom with Programmer or any other person, firm or corporation.

3. Term & Cost. The term of this Agreement shall be for a minimum period of twelve (12) weeks. The cost is \$500 per week to be paid in advance. The initial payment shall be made prior to the first show airing and will be in full for the first four (4) week period. Payment will be expected in advance per four (4) week or 1 month increments (whichever is greater) going forward. Monthly Invoices will be sent to the Programmer at the address above. Should Programmer default on payment in advance by a returned or bounced check or declined credit card, Program will be terminated immediately. If the Programmer wishes to terminate the agreement after the initial eight (8) week period, Programmer will provide the Station with a minimum four (4) week written notice of cancellation in writing, and the agreement will terminate on week (12) twelve.

4. **The Program.** The Program will consist of talk radio. Programmer shall provide the Station with recorded program(s) to air each week, a minimum of twenty-four (24) hours prior to scheduled broadcast time. The Station will not permit the same program content to air multiple times in a single day. The Programmer shall provide different content for programs to be broadcast on the same day.

5. **Advertising To Be Carried During The Program.** The Programmer will incorporate their own spots into the show, subject to the consent of Station's management, consistent with the Station's broadcast policies and with the rules and policies of the Federal Communications Commission ("FCC").

6. **Promotional Announcements.** The Station is not required to air promotional announcements for this time slot ESPN 106.3 WUUB during the Term of this Agreement.

7. **Termination.**

(a) **Termination: Without Cause:** This Agreement may be terminated at any time during the Term without cause by Station upon (30) thirty days written notice to Programmer.

(b) **Termination: Just Cause:** Station may terminate this Agreement for "just cause" as defined at Paragraph 7(c) hereof or elsewhere in this Agreement, upon written notice to Programmer.

(c) The following acts shall constitute "just cause" for termination hereunder:

- (i) Any on-air mention whatsoever by Programmer or anyone under Programmer's direction of Station's principals or their business interests, or any on-air reference by Programmer or anyone under Programmer's direction to Station, General Manager, Station Manager, Program Director or other employee of Station in an inflammatory, repugnant or malicious manner.
- (ii) Any on-air use by Programmer or anyone under Programmer's direction or any distasteful or offensive words or phrases, the broadcast of which Station believes would not be in the public interest or may jeopardize Station's federal license to operate Station, or failure by Programmer or anyone under Programmer's direction to comply with Station's directions with respect to on-air material and the manner of its delivery or use.

- (iii) Failure by Programmer or anyone under Programmer's direction to observe the Station's programming, operational and other policies.
- (iv) Direct or indirect disclosure or divulgence by Programmer or anyone under Programmer's direction or control of any confidential information concerning the business or affairs of Station, its affiliated entities, their partners, officers, directors, shareholders, agents, representatives or advertisers. Programmer agrees that any such information will be received by it in a confidential capacity.
- (v) Any willful act by Programmer or anyone under Programmer's direction which brings Programmer, Station, Station or their advertisers into public disrepute, contempt, scandal or ridicule, or which provokes, insults or offends the community or any group or class thereof, or which reflects unfavorably upon Station, its affiliated entities, or their advertisers.

8. Responsibility for Employees and Expenses. The Programmer shall furnish or cause to be furnished the host(s) of the Programs to be provided by this Agreement, subject to Station's ultimate approval. The Programmer shall employ and be responsible for the salaries, taxes, insurance and related costs for the host(s) of the Program. Programmer shall have no responsibility for payment of any salaries, taxes, insurance or other expenses of any kind or nature relating to employees of the Station. Station furnishes and shall employ and be responsible for the salaries, taxes, insurance and related costs for the qualified board operator at station facilities.

9. Programming and Operations Standards. The Programs supplied by the Programmer shall meet in all material respects all applicable rules, regulations and policies of the FCC and all broadcast and operational policies of the Station. All advertising spots and promotional material or announcements, including contests and sweepstakes, shall comply with all applicable federal, state and local regulations and Station's advertising continuity acceptance policies. If, in the opinion of Station's General Manager, any Programs presented by the Programmer do not meet such standards, the Station may preempt, interrupt or delete any Program or any such portion of any Program at any time.

10. Operation and Control. Notwithstanding anything to the contrary in this Agreement, the Station will at all times have full authority, power and ultimate control over the Station's facilities specifically including, but not limited to: (a) control over the policies, programming and operations of the Station, including, without limitation, the right to decide whether to accept or reject any Programs, or any portion thereof, including any advertisements, which the Station deems unsuitable or contrary to the public interest; (b) the right to preempt the Programs in order to broadcast a program deemed by Station to be of greater national, regional,

or local interest, including sports programming if it becomes available to Station (Station will use reasonable commercial efforts to provide notice to Programmer of the scheduled dates of any such sports programming Station obtains) and (c) the right to take any other actions necessary for compliance with the laws of the United States, the State of Florida, the rules, regulations, and policies of the FCC (including the prohibition on unauthorized transfers of control), and the rules, regulations and policies of other federal government authorities, including the Federal Trade Commission and the Department of Justice. The Station reserves the right to refuse to broadcast any Program, if it contains matter which is, or in the reasonable opinion of the Station may be, or which a third-party claims to be, violative of any right of any third party or which may constitute a "personal attack" (as that term is defined by the FCC). The Station may record each show. If any Program is preempted, there will be no billing, no pay and no make-goods of programs or commercials not broadcast.

11. Special Events. Station shall have the right, in its reasonable discretion, to preempt any of the broadcasts of the Program in order to air any special event.

12. Payola and Sponsorship Identification. The Programmer will provide the Station in advance any information known to the Programmer regarding any money or other consideration which has been paid, accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to the Station by the Programmer for broadcast on the Station, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with FCC requirements. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. The Programmer will at all times endeavor to proceed in good faith to comply with the requirements of Sections 317 and 508 of the Communications Act of 1934, as amended and the related rules and regulations of the FCC.

13. Programmer's Representations and Warranties. Programmer represents and warrants that it has authority to enter into and to fully perform this Agreement in accordance with its terms, and that Programmer is under no obligations under this Agreement. Programmer represents and warrants that all ideas, creations, materials and intellectual properties used by Programmer hereunder will be its own original creation except for materials in the public domain or materials which it is fully licensed to use, and that all materials furnished by Programmer and the use thereof by Station or its designees will not infringe upon or violate any rights of any kind whatsoever of any individual or entity.

14. Assignment. Programmer may not assign this Agreement at any time, but Station may assign its right hereunder without consent in full or in part to any person or entity which may become the Station of Station or to any of Station's affiliated entities.

15. Indemnities.

(a) Programmer indemnifies and holds harmless Station, its Station, affiliated companies and the officers, shareholders, directors, members, employees, agents and representatives of each of them harmless against any and all liability, actions, claims, demands, losses, expenses (including attorney's fees) or damages caused by or arising out of: (1) any performance or utterance (ad lib or otherwise) by Programmer or anyone under Programmer's direction or included in any of Programmer's commercial time in or in connection with any program produced hereunder or in the performance of other duties hereunder; (2) the use of any material furnished by Programmer hereunder; (3) the breach of any provision hereof by Programmer; or (4) any act or omission of Programmer prior to the date of this Agreement. Station shall have the right to assume the defense of and control the disposition of any such claim or litigation, whether by compromise, settlement or other resolution, and Programmer shall fully cooperate with requests of Station to such end. Station's approval of any material furnished by Programmer shall not constitute a waiver of Programmer's indemnity with respect thereto.

(b) The provisions of this Paragraph are applicable in any case where an indemnity is provided under this Agreement. The expiration or termination of this Agreement shall not affect the continuing obligations of an indemnitor.

16. Notices. All notices required to be given hereunder shall be given in writing, either by personal delivery or by mail, at the respective addresses of the parties hereto set forth at the end of this Agreement, or at such other addresses as may be designated in writing by registered mail by either party. Notice given by mail shall be deemed given on the date of mailing thereof.

17. Press Releases. Neither Party shall make any press release or other public disclosure with respect hereto or any of the Programs or performances provided for hereunder which mentions the other party or any parent or affiliated companies or businesses or its trademarks without the written consent of the other party.

18. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely therein. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegal or unenforceable provision had never been contained herein.

19. Waiver. A waiver by any party of any of the terms and conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of any party.

20. Entire Understanding. This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained, and this Agreement cannot be changed, rescinded or terminated except by written instrument executed by the parties hereto.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered effective as of the date first written above.

GOOD KARMA BROADCASTING LLC

By: _____
Steve Politziner, VP/General Manager

Dated: _____

Online Trading Academy

By: _____

Dated: _____